

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER PR-CI-04-11058		PAGE 1 OF	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER PR-CI-04-11058	
6. SOLICITATION ISSUE DATE 10/07/2004		7. FOR SOLICITATION INFORMATION CALL: DAVID H. PLAGGE		8. TELEPHONE NUMBER <i>(No collect calls)</i> (513) 487-2022		8. OFFER DUE DATE/ LOCAL TIME 10/28/2004 04:00 PM	
9. ISSUED BY Environmental Protection Agency Contracts Management Division 4411 Montgomery Road Norwood, OH 45212				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> (B)(A) NAICS: 334519 SIZE STANDARD: 500 employees		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
				12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	
				13b. RATING		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
				15. DELIVER TO		16. ADMINISTERED BY	
17a. CONTRACTOR/ OFFEROR				18a. PAYMENT WILL BE MADE BY			
TELEPHONE NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Replacement of Dynamometer Controller in Heavy Duty Engine Cell 1 in accordance with the attached Statement of Work. <i>(Attach Additional sheets as Necessary)</i>			1	JOB	\$ _____	\$ _____
25. ACCOUNTING AND APPROPRIATION DATA N/A						26. TOTAL AWARD AMOUNT <i>(For Govt. Use Only)</i>	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED.						27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.						29. AWARD OF CONTRACT: REFERENCE _____ OFFER <input type="checkbox"/> DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.	
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA <i>(SIGNATURE OF CONTRACTING OFFICER)</i>			
30b. NAME AND TITLE OF SIGNER <i>(TYPE OR PRINT)</i>				31b. NAME OF CONTRACTING OFFICER <i>(TYPE OR PRINT)</i>			
30c. DATE SIGNED				31c. DATE SIGNED			
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		35. AMOUNT VERIFIED CORRECT FOR	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY <i>(Print)</i>			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				42b. RECEIVED AT <i>(Location)</i>			
				42c. DATE REC'D <i>(YY/MM/DD)</i>		42d. TOTAL CONTAINERS	

AUTHORIZED FOR LOCAL REPRODUCTION

SEE REVERSE FOR OMB CONTROL NUMBER AND PAPERWORK
BURDEN STATEMENTSTANDARD FORM 1449 (10-95)
Prescribed by GSA - FAR (48 CFR) 53.212

<p>Public reporting burden for this collection of information is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, DC 20405.</p>	<p>OMB NO: 9000-0136 Expires: 09/30/98</p>
--	--

TABLE OF CONTENTS

1.	CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (FAR 52.212-4) (OCT 2003)	Page 5
2.	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (FAR 52.212-5) (JUN 2004)	Page 10
3.	INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (FAR 52.212-1) (JAN 2004)	Page 15
4.	OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS (FAR 52.212-3) (MAY 2004)	Page 20
	ADDENDUM TO FAR CLAUSE 52.212-4	Page 1-1
1.	COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.210-79) (JUN 1996)	Page 1-2
2.	PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)	Page 1-3
3.	TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)	Page 1-3
4.	CONSIDERATION AND PAYMENT--TOTAL FIXED PRICE (EP 52.216-160) (APR 1984)	Page 1-3
5.	CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)	Page 1-4
6.	ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES (EP-S 97-1) (MAY 1999)	Page 1-4
	PERFORMANCE WORK STATEMENT	Page 2-1
	QUALITY ASSURANCE SURVEILLANCE PLAN	Page 3-1
	TECHNICAL PROPOSAL INSTRUCTIONS	Page 4-1
	TECHNICAL EVALUATION CRITERIA	Page 5-1

1. **CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (FAR 52.212-4) (OCT 2003)**

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full

particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.* (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.*--(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves

the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C.

40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) *Central Contractor Registration (CCR).* (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to

support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

2. CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (FAR 52.212-5) (JUN 2004)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

___(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___(2) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).

___(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___(4)(i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___(ii) Alternate I (MAR 1999) of 52.219-5.

___(iii) Alternate II (JUNE 2003) of 52.219-5.

___(5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___(ii) Alternate I (OCT 1995) of 52.219-6.

___(iii) Alternate II (MAR 2004) of 52.219-6

___(6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___(ii) Alternate I (OCT 1995) of 52.219-7.

___(iii) Alternate II (MAR 2004) of 52.219-7

___(7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).

___(8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

___(ii) Alternate I (OCT 2001) of 52.219-9.

___(iii) Alternate II (OCT 2001) of 52.219-9.

___(9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___(10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___(ii) Alternate I (JUNE 2003) of 52.219-23.

___(11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub.L. 103-355, section 7102, and 10 U.S.C. 2323).

___(12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___(13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

___(14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

___(15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (June 2004) (E.O. 13126).

___(16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

___(17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

___(18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

___(19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

___(20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C.

4212).

___(21)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___(ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___(22) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___(23)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Jan 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).

___ (ii) Alternate I (Jan 2004) of 52.225-3.

___ (iii) Alternate II (Jan 2004) of 52.225-3.

___(24) 52.225-5, Trade Agreements (June 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___(25) 52.225-13, Restrictions on Certain Foreign Purchases (DEC 2003) (E.O.s proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___(26) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

___(27) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

___(28) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___(29) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___(30) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___(31) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

___(32) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___(33) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___(34)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial

Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

__(ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

__(1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, *et seq.*).

__(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

__(3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

__(4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

__(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to PreDecemberessor Contractor Collective Bargaining Agreements (CBA) (MAY 1989) (41 U.S.C. 351, *et seq.*).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made

available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

3. INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (FAR 52.212-1) (JAN 2004)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices

in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) *Late submissions, modifications, revisions, and withdrawals of offers.*
 (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is ``late'' and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the

Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids).* The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards.* The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) *Availability of requirements documents cited in the solicitation.*
 (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section,

Suite 8100,
470 East L'Enfant Plaza, SW, Washington, DC 20407,
Telephone (202) 619-8925,
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--

Department of Defense Single Stock Point (DoDSSP),
Building 4, Section D,
700 Robbins Avenue,
Philadelphia, PA 19111-5094,
Telephone (215) 697- 2667/2179,
Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number*. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for

a DUNS number.

(k) *Central Contractor Registration*. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) *Debriefing*. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

4. OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS (FAR 52.212-3) (MAY 2004)

(a) *Definitions.* As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process of penalties.

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]

(3) Taxpayer Identification Number (TIN).

[] TIN:_____.

[] TIN has been applied for.

[] TIN is not required because:

[] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent:

☐ Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part

of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it ☐ is, a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]*

(i) *[Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).]* The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

(ii) *[Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).]* Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check

the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) *[Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]*

(i) *General.* The offeror represents that either-

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ☐ *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13

CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]*

(10) *HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, as part of its offer, that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) *Representations required to implement provisions of Executive Order 11246* --(1) Previous contracts and compliance. The offeror represents that --

(i) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that --

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge

and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act - Free Trade Agreement -- Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American Act - Free Trade Agreement Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreement--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are FTA

country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreement-Israeli Trade Act":

FTA Country or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreement-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreement--Israeli Trade Act":

Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act-- Free Trade Agreement-Israeli Trade Act'':

Canadian or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

[List as necessary]

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or FTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or FTA country end products.

Other End Products

LINE ITEM NO.	COUNTRY OF ORIGIN
<hr/>	<hr/>
<hr/>	<hr/>

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126)*. [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) *Listed End Product*

Listed End Product

Listed Countries of Origin:

(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

ATTACHMENT 1

ADDENDUM TO FAR CLAUSE 52.212-4

1. COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.210-79) (JUN 1996)

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(5) Services that are subject to the Brooks Act of 1965, as amended (Pub. L. 89-306).

(b) General. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A - Minimum Set of Data Elements for Groundwater.

(3) EPA Computing and Telecommunications Services. The Enterprise Technology Services Division (ETSD) Operational Directives Manual contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document is only available through electronic access.)

(c) Printed Documents. Documents listed in (b)(1) and (b)(2) may be obtained from:

U.S. Environmental Protection Agency
Office of Administration
Facilities Management and Services Division
Distribution Section
Mail Code: 3204
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460
Phone: (202) 260-5797

(d) Electronic Access.

(1) Internet. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System, as well as the two other EPA documents noted in this clause, is maintained on the EPA Public Access Server on the Internet. **Gopher Access:** gopher.epa.gov is the address to access the EPA Gopher. Select 'menu keyword search' from the menu and search on the term 'IRM Policy'. Look for *IRM Policy, Standards and Guidance*. **World Wide Web Access:** <http://www.epa.gov> is the address for the EPA's www homepage. From the homepage, search on the term 'IRM Policy' and look for *IRM Policy, Standards and Guidance*.

(2) Dial-Up Modem. All documents, including the listing, are available for browsing and electronic download through a dial-up modem. Dial (919) 558-0335 for access to the menu that contains the listing for EPA policies. Set the communication parameters to 8 data bits, no parity, 1 stop bit (8,N,1) Full Duplex, and the emulator to VT-100. The information is the same whether accessed through dial-up or the Internet. For technical assistance, call 1-800-334-2405.

2. PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)

The period of performance of this contract shall be from Award through 90 days after award inclusive of all required reports.

3. TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)

Offerors must submit all technical questions concerning this solicitation in writing to the contract specialist. EPA must receive the questions no later than seven (7) calendar days after the date of this solicitation. EPA will answer questions which may affect offers in an amendment to the solicitation. EPA will not reference the source of the questions.

4. CONSIDERATION AND PAYMENT--TOTAL FIXED PRICE (EP 52.216-160) (APR 1984)

The fixed price of this contract is \$_____. Payment will be made upon delivery and acceptance of all required items.

5. CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)

Project Officer(s) for this contract:

Project Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

Contract Specialist(s) responsible for administering this contract:

Administrative Contracting Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

6. ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES (EP-S 97-1) (MAY 1999)

(a) Executive Order 13101 of September 14, 1998, entitled "Greening the Government through Waste Prevention, Recycling, and Federal Acquisition" and Section 6002 of the Resource Conservation and Recovery Act (RCRA) of 1976, as amended (42 U.S.C. 6962, Pub L. 94-580, 90 Stat. 2822) require Federal agencies to procure designated items with the highest recovered materials content practicable.

(b) In the performance of this contract, the Contractor shall comply with the requirements of the following issuances:

(1) Title 40 of the Code of Federal Regulations, Part 247, Comprehensive Guideline for Procurement of Products Containing Recovered Materials (CPG), which designates items that are or can be made with recovered materials, and its companion pieces, the Recovered Materials Advisory Notices (RMANS). The CPG and RMANS provide recommended procurement practices, including recommended recovered material content levels, for purchasing products designated in the CPG. The Contractor shall comply with these recommendations, and such other

CPG revisions and RMANS as the Environmental Protection Agency (EPA) may issue with respect to the procurement of products that contain recovered materials. (Copies of the CPG or RMANS, as well as information on manufacturers and vendors of designated items may be obtained by calling EPA's RCRA Hotline at (800) 424-9346, or, in the Washington, D.C., metropolitan area, at (703) 412-9810.)

(2) In complying with the requirements of paragraph (b), the Contractor shall coordinate its concerns and program guidance with EPA's Recycling Coordinator.

ATTACHMENT 2

PERFORMANCE WORK STATEMENT

Replacement of Dyno Controller in Heavy Duty Engine Cell 1

Requirements, Functional Specifications, Performance Criteria,
and Acceptance Tests

Table of Contents

1.0 Overview and General Requirements

- 1.1 Background and Procurement Overview
- 1.2 References
- 1.3 General Description of Heavy Duty Cell 1 Dyno Controller Replacement Requirements
- 1.4 Safety, Health and Environmental Provisions
- 1.5 Quality Provisions
- 1.6 Operational Efficiency
- 1.7 Electrical Requirements
- 1.8 Project Management and Schedule of Deliverables

2.0 Specific Labor Requirements

3.0 Additional Requirements, as needed

4.0 Documentation Requirements

5.0 Acceptance Requirements

6.0 Warranty

7.0 Training

1.0 Overview and General Requirements

The Environmental Protection Agency (EPA) National Vehicle and Fuels Emission Laboratory (NVFEL) in Ann Arbor, Michigan requires replacement of a DC dyno controller in an engine cell known as Heavy Duty Engine Cell 1. The replacement will require a new field supply/control for the existing Quad Plus 4-quadrant SCR DC drive. The replacement is required to sustain functionality and maintainability of the HD Cell 1 aging DC dyno control system. The existing dyno controller in HD engine Cell 1 is dated and is no longer serviceable or available.

1.1 References

All products, installations, and workmanship shall be in accordance with the following references.

- 1.1.1 “Code of Federal Regulations,” Title 40, Part 86, Subpart B; Sections 86.105, 86.106, 86.107, 86.113, 86.114, 86.116, 86.117, 86.121, 86.127, 86.130, 86.132, 86.133, 86.143, and Appendix to Part 86. . Code of Federal Regulations 40 CFR Subparts B, M, N, O, R, S. See Appendix E.
- 1.1.2 EPA Facilities Manual, Volume 1, Architecture, Engineering, and Planning Guidelines, EPA Facilities Manual, Volume 4, 4844 Facility Safety, Health, and Environmental Management Manual
- 1.1.3 EPA Test Procedures, TP707, TP709, and TP718
All references include procedures referenced and all subsequent revisions thereof.
- 1.1.4 Code of Federal Regulations 29 CFR Part 1910 Occupational Safety and Health Standards Department of Labor
- 1.1.5 ISO DIS 17025 General Requirements for the Competence of Testing and Calibration Laboratories
- 1.1.6 NFPA 70, National Electrical Code
- 1.1.7 NFPA 30 (Flammable and Combustible Liquids), NFPA 45, (Laboratories Using Chemicals), NFPA 52 (Compressed Natural Gas (CNG) Vehicular Fuel Systems), and NFPA 55 (Compressed and Liquid Gases in Portable Cylinders).

All references shall be the most current available as of the date of this solicitation.

1.2 Background and Procurement Overview

- 1.2.1 The DC dyno controller currently used on HD Engine Cell 1 is a Digalog 2022. This controller is

not serviceable due to its age and obsolescence.

- 1.2.2 For this contract, the contractor shall have total system responsibility, which shall include all phases of the project, including all quality assurance, installation, design, calibration, commissioning and acceptance testing. The contractor shall be responsible for documenting measurement traceability and system acceptance in a manner suitable for audit to ISO 9000 standards

1.3 General Description of HD Cell 1 DC Dyno Controller Replacement Requirements

- 1.3.1 The core requirement of this contract will be to configure, assemble, install and implement a replacement for the Digalog2022 in Heavy Duty Engine Cell 1. The replacement will include a new power supply for the DC motor field windings installed in the existing Quad Plus 4-quadrant SCR DC drive cabinet (or 19 inch rack mount), wiring, hardware, installation, design, project management, commissioning, VXIn modifications, VXIn interfacing, acceptance testing, and documentation. All current capabilities/functionality of HD Cell 1 are to be preserved after the dyno controller replacement.

1.4 Safety, Health and Environmental Provisions

- 1.4.1 Providing for a safe working environment is the highest priority in all EPA equipment purchases and installation activity. The contractor shall abide and comply with all building and safety codes specified by ASME, AISC, NEC, OSHA, BOCA, and NFPA wherever they might apply, to create an intrinsically safe system and work environment.
- 1.4.2 Significant risk factors such as noise, ventilation of toxic gases, heated surfaces, electrical shock, and safety interlocks to prevent accidental errors shall be considered, and control measures to ensure the safety of operations and maintenance personnel shall be implemented wherever feasible.
- 1.4.3 As required by OSHA, all equipment shall be designed to provide for straightforward lockout protection in accordance with OSHA regulations. Written lockout instructions, in hard copy and electronic formats, shall be provided as part of the “as installed” documentation package.
- 1.4.4 Noise or vibration from equipment installed as part of this contract shall not penetrate the building or cause adverse affects on other equipment in the facility.
- 1.4.5 The contractor shall consider energy efficiency in all component selection, system design and operational strategies. Energy efficient equipment, such as those with the “Energy Star” designation shall be utilized when possible.
- 1.4.6 The contractor shall consider the minimization of the generation and release of harmful materials to the environment in all component selection, system design, and operational strategies and

installation requirements.

1.4.7 Reserved

1.4.8 The contractor shall provide the NVFEL Project Officer with a complete list of chemicals to be utilized during installation and commissioning operations at NVFEL, and their associated Material Safety Data Sheets (MSDS), at least two weeks prior to system installation.

1.4.9 Equipment design and installation shall be in compliance with 2000 edition of NFPA 30 (Flammable and Combustible Liquids), NFPA 45, (Laboratories Using Chemicals), NFPA 52 (Compressed Natural Gas (CNG) Vehicular Fuel Systems), and NFPA 55 (Compressed and Liquid Gases in Portable Cylinders).

1.5 Quality Provisions

1.5.1 The contractor shall carefully consider all requirements referenced in this Scope of Work and all other documents incorporated by reference, and design a complete and efficient quality strategy for ensuring that all systems delivered as part of this contract meet those requirements, and will continue to meet them on an on-going basis.

1.5.2 All documentation and system instructional, alarm and warning messages shall be delivered in a clear, concise manner, in plain English, with a minimum of technical jargon.

1.5.3 Systems delivered under this contract are expected to support compliance with ISO 9000 series standards, and ISO DIS 17025, in a complete and efficient manner.

1.6 Operational Efficiency

1.6.1 The EPA seeks to maximize value in all its testing operations, and expects the dyno controller replacement to be planned efficiently with minimal cell downtime.

1.6.2 The equipment shall be designed and configured to function satisfactorily for extended periods on a continuous basis, except for scheduled maintenance. Scheduled maintenance should be minimized. See Paragraph 4.3.

1.6.3 The dyno controller replacement shall be designed and configured to facilitate safe, one-person test operation.

1.6.4 All components of the systems specified in this contract must be free of any date-based obsolescence (e.g. "Y2K") problem that would impair their operation or veracity through the year

2100.

1.7 Electrical Requirements

- 1.7.1 EPA provides electrical power to within 100 feet of point of use.
- 1.7.2 All equipment shall be installed in accordance with the 2002 edition of NFPA 70, National Electrical Code and required local codes.
- 1.7.3 Equipment design and installation shall permit operation in compliance with Occupational Safety & Health Administration (OSHA) Standards Part Number 1910. Electrical equipment shall comply with Part 1910 Subpart S.
- 1.7.4 Equipment design and installation shall be in compliance with 2000 edition of NFPA 70E, Standard for Electrical Safety Requirements for Employee Workplaces.
- 1.7.5 Equipment design and installation shall provide energy-isolating devices required for equipment operators to follow the OSHA rule on the Control of Hazardous Energy (Lockout/Tagout) of Title 29 of the Code of Federal Regulations (29 CFR) Part 1910.147.
- 1.7.6 All electrical cables shall be isolated from gas lines.
- 1.7.7 The contractor is responsible for providing and installation of all power circuits disconnects, transformers, circuit protection devices, and associated hardware required to interface with EPA provided power panels of paragraph 1.7.1.
- 1.7.8 All power receptacles will be heavy duty, industrial grade and meet NFPA requirements for the conditions present where they are used. Spare power receptacles for future upgrades and maintenance shall be provided by EPA.
- 1.7.9 Clean/uninterruptible power outlets shall be clearly marked and in a color selected by the project officer.
- 1.7.10 Clean/uninterruptible power outlets shall be isolated from utility grade power systems and installed in accordance with the principles of IEEE Std 1100.
- 1.7.11 All cables external to equipment cabinets with voltages over 50V (AC or DC) shall be run in metal conduit or other EPA approved raceway.
- 1.7.12 Control and signal cables shall be isolated from power cables. All signal cabling shall not cause malfunctions due to capacitive or inductive interference.

- 1.7.13 All control and signal cables/wires shall be permanently labeled with to/from and signal/function name information that corresponds with the provided electrical schematic.
- 1.7.14 All discrete wiring shall have crimped or soldered terminations installed. Bare wire ends are not acceptable in clamped or screw terminal installations.
- 1.7.15 All crimp or compression type connections shall use only the component manufacture's approved crimp tools and shall follow the component manufacture's termination instructions.
- 1.7.16 Discrete digital input/output (I/O) channels shall be 0 to 5 volt TTL level and shall be optically isolated from their source, unless there is an explainable and documented cost or operational benefit to their use and approved by the EPA Project Officer.
- 1.7.17 Digital I/O communications channels shall conform to recognized industry standards such as IEEE 802, RS232, RS485, IEEE 488, IEEE 1394, or USB.
- 1.7.18 Analog I/O shall support both 0 to 5 volt and 0 to 10 volt.
- 1.7.19 The contractor will provide complete electrical schematics and wire lists in their final documentation package.

1.8 Project Management and Schedule of Deliverables

- 1.8.1 The contractor shall provide a project management plan for the contract. The project management plan should include the following milestones and events to occur no later than the following dates, relative to the contract award date, with estimates of the most probable areas of slippage identified and maximum duration estimated:

Milestones and Events:

- 1.8.1.1 Project Kickoff Meeting to be held at EPA: Within one (1) week of contract award date
- 1.8.1.2 Project Planning Meeting: Within two (2) weeks of contract award date. Contractor shall provide and present system design including layout, wiring lists, and a component list including: description, specifications, manufacturer and model. Any other documentation available at this time shall be provided and presented, this may include items such as software and equipment component manuals. At this meeting the contractor shall also provide a proposed schedule of the following dates;
 - Equipment Delivery to EPA
 - Equipment Installation Dates
 - Equipment Commissioning Dates

- Acceptance Test Plan and Dates

- 1.8.1.3 EPA Design Approval or Request for Design Modifications: Within one week of, or at the Project Planning Meeting. Final EPA Design Approval: within one week of receiving Contractor's Design Modification Proposal to any EPA Request for Design Modifications.
- 1.8.1.4 EPA-Provided Contractor Safety Training: Within three (3) weeks of contract award date all contractor personnel shall attend a 1-hour briefing by EPA personnel on safety and security issues.
- 1.8.1.5 Weekly Summary Report: The Contractor shall send a report to the EPA Project Officer to convey exceptional or unusual conditions, and general progress. Contractor format is acceptable: One (1) week after contract award date, then every Monday until project sign off.
- 1.8.1.6 Other Technical Exchange Meetings as needed for problem resolution, acceptance plan development, or other issues.
- 1.8.1.7 Submission of Installation Material Safety Data Sheet (MSDS) Information to EPA for approval: Within one week of, or at the Project Planning Meeting.
- 1.8.1.8 The Contractor shall include a detailed schedule of acceptance activities for EPA approval including the following items;
 - Acceptance Testing Dates, coordinated with EPA schedule, see section 5
 - Testing/Demonstration of Successful Transient Cycle Performance per CFR 86.1341-98 Test Cycle Validation Criteria
 - Testing/Demonstration that all Cell functionality was preserved upon completion of the dyno controller replacement.
- 1.8.1.9 Submission of all Documentation: Within two (2) weeks of EPA approval of Acceptance Testing Results.
- 1.8.1.10 Training: Within two (2) weeks of EPA of final system acceptance (see Section 7.0).
- 1.8.1.11 Installation, commissioning, and acceptance testing shall be completed within 90 days of contract award date.
- 1.8.2 The contractor is expected to provide on-site supervision of all installation and commissioning activities. All contractor personnel shall attend a 1-hour briefing by EPA personnel on specific safety and security issues. All contractor personnel and subcontractor personnel must comply with EPA/NVFEL safety and security measures while working at NVFEL.

Electrical work must be completed by licensed electricians.

- 1.8.3 The EPA shall provide the use of Heavy Duty Engine Cell 1 to the contractor for the installation, commissioning, and verification testing described above. Heavy Duty Cell 1 will be available to the contractor for a time period of two (2) weeks. Upon completion, the contractor will ensure that Heavy Duty Cell 1 retains all functionality available before the dyno controller replacement. The contractor will also ensure and demonstrate that Heavy Duty Cell 1 passes Transient Cycle Performance per CFR 86.1341-98 Test Cycle Validation Criteria.

2.2 The contractor shall supply the following parts and labor:

- 2.2.1 Installation of all contractor provided components.
- 2.2.2 All necessary hardware, cables, wiring and terminations for all installed components.
- 2.2.3 Cables and wiring between new components shall be new.
- 2.2.4 Existing wiring, which is connected to a device which is to be retained, may be used if it is in acceptable condition and terminated to manufacturers standards.
- 2.2.5 All discrete wiring shall have crimped terminations installed.
- 2.2.6 Relocation of any existing equipment that interferes with installation/commissioning.
- 2.2.7 Removal of existing equipment that is replaced.
- 2.2.8 On-Site commissioning for any required VXIn modifications

2.3 Performance Requirements for Control of Speed and Load for Transient Testing

- 2.3.1 The dynamometer control system delivered under this contract shall function together with existing controls. EPA expects to use these test systems for a wide range of engine types, configurations, power outputs and torque characteristics.
- 2.3.2 The dynamometer control system shall produce a critically damped speed and torque response.
- 2.3.3 The dynamometer control equipment provided by this contract shall be configured to optimize transient control of the engine and dynamometer as a system. Tuning to achieve satisfactory cycle performance statistics shall be easy and precise, with any adjustable parameters presented in engineering units. Tuning parameters shall be stored in memory and shall be retrievable at a later date.

- 2.3.4 The FTP transient test cycle must meet the statistical tests for validity, as detailed in 40CFR86.1341-98.
- 2.3.5 The mode of dynamometer and throttle operation (speed/torque) shall be capable of being controlled by (1) switch-selectable by the operator and (2) selected by the VXIn software, with the selection of either mode disabling the other. All transfers are to be “bumpless”. Bumpless is defined as no disruption in the engine speed or torque.

3.0 Calibration

Contractor shall prove Federal Register and EPA required calibrations of all measurement devices installed. All calibrations shall be performed with NIST traceable equipment. Contractor shall provide documented proof of traceability of calibration equipment and calibrations.

4.0 Documentation Requirements

- 4.1 The contractor shall provide complete documentation for each system in this contract, including wire lists, color coding, electrical schematics, operating and repair manuals, and any computer system documentation. All documentation shall be delivered to the EPA Project Officer according to the schedule in section 1.8 Project Management and Schedule of Deliverables. Any changes made to the system during installation, commissioning, or acceptance testing shall be documented. All documentation affected by the changes shall be updated and provided to EPA.
- 4.2 The contractor shall also provide the documentation in computer readable form. Microsoft Word, WordPerfect, AutoCADD, Microsoft Excel, DXF/DWG, EPSF, PICT, PDF and Vectorworks are acceptable file formats as well as any that are compatible with standard translator/conversion tools provided by those applications.
- 4.3 The contractor shall provide a recommended calibration, verification and preventative maintenance plan, which will detail calibration, verification and preventative maintenance procedures, schedules, and recommended spare parts inventory. The contractor shall provide a list of those recommended spare parts that the contractor keeps in stock.
- 4.4 Reserved
- 4.5 The contractor shall provide a complete “Lock-Out, Tag-out” instruction for equipment requiring energy-isolating devices in accordance with the OSHA rule on the Control of Hazardous Energy (Lockout/Tagout) of Title 29 of the Code of Federal Regulations (29 CFR) Part 1910.147.

5.0 Acceptance Testing Requirements

- 5.1 The contractor shall develop a comprehensive final acceptance plan, which will verify that all requirements contained in this Scope of Work and referenced documents have been achieved in the delivered system(s). As this procurement is a system replacement, little verification will be possible, prior to delivery of the system to EPA.
- 5.2 The acceptance shall be based on demonstrated performance, including actual engine testing. The contractor will perform verification after installation at NVFEL to the extent necessary, to verify full compliance with the requirements in the final installation. The plan shall consider all aspects of measurement system variability, so that all test results demonstrate compliance with an estimable and high level of statistical confidence.
- 5.3 All acceptance testing shall be the responsibility of the contractor. The contractor, at the contractor's expense shall rectify all non-compliant conditions. If repairs or changes are made, the contractor shall repeat acceptance testing to the extent necessitated by the scope of the repair or change.
- 5.4 EPA personnel shall observe the acceptance process. The EPA Project Officer may waive the opportunity to observe certain aspects of the acceptance process. EPA will provide use of the test cell, all supporting equipment, and a least one test engine.
- 5.5 The acceptance plan shall be cross-referenced, in a straightforward manner, to the Federal Register and the requirements of this Scope of Work. The plan shall be designed in such a manner as to also form the basis of a final acceptance report. The acceptance plan shall also address all other requirements deemed significant and appropriate by the contractor, based on the specific design and configuration of their system and significant proprietary features.

6.0 Warranty

Contractor shall warranty its systems for a minimum of one year after final EPA approval that the acceptance provisions are met.

7.0 Training

After the systems have been commissioned and preliminary acceptance tests have been completed, the contractor shall provide at least 16 hours of basic training for up to 2 people. The training shall be completed within 2 weeks of final system acceptance by EPA.

ATTACHMENT 3

QUALITY ASSURANCE SURVEILLANCE PLAN

EPA shall provide the use of Heavy Duty Cell 1 to the contractor for performing the installation, commissioning, and verification testing described in the SOW. Heavy Duty Engine Cell 1 will be available to the contractor for a time period of two (2) weeks. Completion of work on Heavy Duty Cell 1 is required within 2 weeks of the work's commencement.

EPA desires a timely response and is negatively impacted by a longer response. As such, late delivery of an acceptable product is to be disincentivized. The following chart details the monetary plan for timely delivery.

Deliverable	Receipt of Deliverable	Disincentive	Surveillance Method
Completion of installation, commissioning, and acceptance testing on HD Cell 1, as set forth in the SOW.	Day 14 after commencement of work on Heavy Duty Cell 1.	For each day of incompletion after to Day 14 after commencement of work, the contract's fixed price will be reduced by 1% .	The contractor shall notify the Project Officer and Contract Officer on the day installation begins. The day of notification will be considered Day 1. Completion shall be considered the date that the acceptance testing is completed subject to subsequent EPA review of the acceptance test data for approval and acceptance.

ATTACHMENT 4

TECHNICAL PROPOSAL INSTRUCTIONS

Replacement of Dyno Controller in HD Cell 1

General Requirements:

Offerors shall submit one original and two (2) copies of its technical proposal.

Proposals shall include a list of system electrical requirements, including specific requirements for voltage, amperage, phase and requirements for clean power. Requirements for any equipment loads exceeding 3kW or loads with high inrush current shall be separately identified in the proposal. Offerors shall identify electrical loads greater than 1kW, and with a power factor less than 0.8 in its proposal. Any unusual requirements for electrical power or equipment grounding shall be identified.

Proposals shall include complete warranty provisions.

Specific Requirements:

1. In its proposal, offerors shall address all minimum requirements set forth in the Statement of Work (SOW), and also explain any way its proposed solutions would enhance the performance of the delivered Dyno Controller in HD Cell 1. Proposals should be structured in a manner that clearly and specifically addresses each individual requirement, in the same order and general format in which they are presented in the SOW. **Typically, the proposal should include both an affirmative statement and explanation of how the contractor's proposed equipment will meet the requirements. Offerors may use product literature submitted with its proposal to addresses individual SOW requirements. If using product literature to address individual requirements, offerors should clearly provide where the information can be found in the product literature.** In addition offerors shall include the following information in its response to the Technical Evaluation Criteria:
 - 1a. Offerors shall include a discussion as to its approach in integrating the engine test cell controller in HD Cell1. The offeror shall discuss the integration with particular attention to the MTS VXIn 3.0C software.
 - 1b. The Project Management Plan should all include project schedule information and affirmative statements regarding the offerors ability to meet delivery requirements. The fourteen (14) calendar timeframe for installation, commissioning, and acceptance testing should be addressed. Specifically, offerors should include a discussion on its plan to address any problems that may arise during these specific processes.
 - 1c. Offerors shall include a summary of the safety aspects of the proposed system and state its concurrence with Section 1.4 of the Statement of Work. Offerors should also include

a recommended maintenance schedule and calibration intervals for its proposed equipment.

- 1d. Offerors shall include drawings, schematics and/or photos which illustrate the size, typical location, maintenance access and connection points of the proposed system. Offers shall describe any measures taken to minimize the energy requirements of the system. Describe and illustrate any special associated requirements not provided by the offeror.
 - 1e. In its proposal, offerors shall provide information that demonstrates experience with interfacing and modifying VXIn 3.0 to pass a Successful Transient Cycle Performance per CFR 86.1341-98 Test Cycle Validation Criteria. This information may include a listing of similar experience with a brief description of the project or information such as drawings, photographs, technical data or papers, to establish this experience.
2. Provide information on previous work that demonstrates experience with fabrication and installation of similar equipment to that described in the Statement of Work. Such information may include drawings, photographs, technical data or papers, catalogs, project management information, etc.

ATTACHMENT 5

TECHNICAL EVALUATION CRITERIA

Replacement of Dyno Controller in HD Cell 1

Evaluation - Commercial Items (FAR 52.212-2) (Jan 1999)

- A. The Government will award a contract resulting from this solicitation to the responsible offeror whose proposal conforming to the solicitation will be most advantageous to the Government, price and other factors considered. Evaluation of offers shall include all requirements of the Statement of Work (SOW). An offer must include the minimum requirements of the SOW to be considered for award. The technical criteria set forth below shall be used to evaluate offers. In addition, price will be a consideration.

Offerors shall provide information to demonstrate/substantiate that the proposal meets the minimum requirements set forth below.

Offerors shall:

1. Demonstrate that the proposal meets all the minimum requirements of the Government and fulfills EPA's needs as set forth and described in the SOW and Technical Proposal Instructions. Offerors shall discuss all aspects of the SOW requirements. In addition proposals shall clearly address how the proposal meets or exceeds requirements in the following critical areas:
 - a. Integration with the engine test cell controller, namely MTS VXIn 3.0c.
 - b. Demonstration in the Project Management Plan of how the requirements identified in the SOW will be satisfied to effectively and timely deliver and install required systems.
 - c. Safety and maintainability.
 - d. Compactness of the equipment, while still allowing easy access to key components. Physical integration of the systems with all aspects of the existing and proposed facility.
 - e. Demonstrate experience with interfacing and modifying VXIn 3.0 to pass a Successful Transient Cycle Performance per CFR 86.1341-98 Test Cycle Validation Criteria.
2. Demonstrate experience with fabrication and installation of similar equipment to that

described in the Statement of Work. Such information may include drawings, photographs, technical data or papers, catalogs, project management information, etc.

B. Responses to the above factors shall be evaluated on the following scale:

Unacceptable: Does not meet all requirements of the SOW.

Acceptable: Meets all minimum requirements of the SOW.

Superior: Exceeds the Government's minimum requirements.

C. After the responses have been evaluated against the factors above, an order is expected to be placed with the offeror that represents the **Best Value** to the government. Price may not be the determining factor. Best and final offers should be provided. Discussions may be conducted as necessary at the government's discretion after receipt of quotes and proposals.

D. A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.